

EXHIBIT D

Richard J. McCord, Esq.
Counsel to the Chapter 7 Trustee
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue
East Meadow, New York 11554
Phone: (516) 296-7000
Fax: (516) 296-7111

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In re:

FRALEG GROUP, INC.,

Chapter 7

Case No.: 22-41410-jmm

Debtor.

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**STIPULATION OF SETTLEMENT BY AND BETWEEN RICHARD J. MCCORD, ESQ.,
AS CHAPTER 7 TRUSTEE OF THE ESTATE OF FRALEG GROUP, INC. AND
KRISHAWN SAMPSON**

Richard J. McCord, Esq. as Chapter 7 Trustee (the “Trustee”) of the Estate of Fraleg Group, Inc. (the “Debtor”) by and through his counsel, Certilman Balin Adler & Hyman, LLP, and Krishawn Sampson (“Sampson”), by and through his counsel, David J. Broderick, Esq. (the Trustee, and Sampson, collectively, the “Parties”) hereby enter into this Stipulation of Settlement (the “Stipulation”).

RECITALS

WHEREAS, on June 17, 2022 (“Filing Date”), the Debtor filed a voluntary petition for relief under Chapter 13 of the United States Code (the “Bankruptcy Code”); and

WHEREAS, on December 18, 2023 (the “Conversion Date”), the Debtors case was converted to one under Chapter 7; and

WHEREAS, on December 19, 2023, Richard J. McCord, Esq., (“Trustee”) was appointed the Chapter 7 Trustee for the Debtor’s bankruptcy estate; and

WHEREAS, the §341A Meeting of Creditors (“341 Meeting”) was scheduled for January 10, 2024, adjourned several times, and was held on June 26, 2024 at which time testimony was given by Andy Alege and Ronald Fraser, and has been adjourned for holding date purposes to December 11, 2024 at 2:30 p.m.; and

WHEREAS, amended Schedule A/B of the Debtor’s bankruptcy petition reflects that the Debtor is the owner of real property located at 116 North Walnut Street, East Orange, New Jersey 07017, Block No. 360, Lot No. 14 (the “Real Property”), listed as having a value of \$350,000.00; and

WHEREAS, the pursuant to Deed dated April 5, 2019, Debtor purchased the Real property from Penchant for Properties, LLC for Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, there is no secured claim on said Real Property; and

WHEREAS, the Trustee retained MYC & Associates, Inc. as Real Estate Broker to the Trustee pursuant to Court Order dated January 12, 2024 to sell the Real Property, which to date, has not been sold; and

WHEREAS, Sampson has made an offer to the Trustee to purchase the Trustee’s right, title and interest in the Real Property, for the sum of \$250,000.00 which the Trustee has accepted; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. Sampson shall pay to the Trustee the sum of \$250,000.00 (the “Settlement Sum”) for the purchase of the Trustee’s right, title and interest, in the Real Property. Upon execution of the Stipulation, Sampson must tender to the Trustee a 10% deposit in the amount of \$25,000.00 by certified bank check made payable to “Richard J. McCord, Esq., as Chapter 7 Trustee for the Estate of Fraleg Group, Inc.” The remaining Settlement Sum in the amount of \$225,000.00 shall be paid to the Trustee, by certified bank check, made payable to “Richard J. McCord, Esq., as

Chapter 7 Trustee for the Estate of Fraleg Group, Inc.”, to be paid in full within thirty (30) days of the entry of the Order by the United States Bankruptcy Court approving this Stipulation.

2. The sale of the Trustees right, title and interest in the Real Property is subject to all liens, claims and encumbrances, if any, on said Real Property and is subject to higher and better offers.

3. The sale of the Trustee’s right, title and interest in the Real Property, is “as is” condition with all faults and specifically and expressly without any warranties, representations or guarantees from or on half of the Trustee.

4. Each party acknowledges that he or she has read all of the terms of this Stipulation, has had an opportunity to consult with counsel of his or her own choosing or voluntarily waived such right and enters into these terms voluntarily and without duress.

5. The enforcement of the terms and conditions of this Stipulation are subject to the approval of the Bankruptcy Court. In the event the Bankruptcy Court fails to approve this Stipulation, the terms and provisions contained herein shall be null and void and of no further force and effect and shall not be deemed an admission of all parties and all claims and defenses shall be preserved.

6. In the event that the Settlement Sum is not timely received, the Trustee shall have the right to file an affidavit of non-compliance, with five days’ notice to cure served upon Sampson, and the Trustee will proceed with the sale of the Real Property.

7. This Stipulation is binding upon and shall inure to the benefit of the Parties hereto and their respective successors and/or assigns.

8. If any provision of this Stipulation is held to be illegal, invalid or unenforceable under present or future state or federal laws or rules and regulations promulgated thereunder, such provision shall be fully severable, and this Stipulation shall be construed and enforced as if such illegal, invalid and unenforceable provision had never compromised a part hereof, and the

remaining provisions of this Stipulation shall remain in full force and effect and shall not be affected by any illegal, invalid or unenforceable provision or by its severance from this Stipulation. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be automatically included as part of this Stipulation a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9. The Parties agree to cooperate with each other to implement the terms of this Stipulation, including without limitation, executing such other and further documents and instruments as either party may reasonably require with respect to this Stipulation.

10. It is understood and agreed that this Stipulation shall be governed by, construed and enforced in accordance with, and subject to the laws of the State of New York, without regard to any conflict of laws principles except to the extent that the Bankruptcy laws apply and in such case title 11 of the United States Code shall apply. Venue for and jurisdiction over any claim or dispute pertaining to this Stipulation shall be in the Bankruptcy Court for the Eastern District of New York.

11. This Stipulation shall be deemed to have been jointly drafted by the Parties, and in construing and interpreting this Stipulation, no provision shall be construed and interpreted for or against any of the parties because such provision or any other provision of the Stipulation as a whole is purportedly prepared or requested by such party.

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12. This Stipulation may be executed in counterparts with each part being part of the whole.

Dated: East Meadow, New York
October 22, 2024

CERTILMAN BALIN ADLER & HYMAN, LLP
Counsel to the Chapter 7 Trustee

By: Richard J. McCord
RICHARD J. MCCORD, ESQ.
Chapter 7 Trustee
90 Merrick Avenue
East Meadow, New York 11554
Phone: (516) 296-7000

Dated: Brooklyn, New York
September 25, 2024

DAVID J. BRODERICK LLC
Attorneys for Krishawn Sampson

By: /s/ David J. Broderick
DAVID J. BRODERICK, ESQ.
70-20 Austin Street, Suite 107
Forest Hills, New York 11375
Phone: (718) 830-0700

Dated: Brooklyn, New York
September __, 2024

By: Krishawn Sampson
KRISHAWN SAMPSON